MedPro RRG Risk Retention Group
WELLNESS & FITNESS PROFESSIONAL
OCCURRENCE
PROFESSIONAL LIABILITY AND GENERAL LIABILITY GROUP INSURANCE APPLICATION

I. General Information

Please print legibly. Please answer all questions; if a question is not applicable, state "N/A".

A. _____
Entity Name

_____
If the entity does business under any other name, list additional entity name(s), DBA, fictitious name, etc.

_____
Primary Contact Name

_____ _____ _____
Street Address Apartment/Suite # City

_____ _____ _____ _____
County State Zip Code State of Incorporation

_____ _____
Federal Tax ID Number Date Entity Formed (MM/DD/YYYY)

_____-_____-_____ _____
Phone Email

How did you hear about CPH? _____

B. **Requested Effective Date:** _____ /_____ /_____
MM DD YYYY

C. **Desired Professional Liability Limits:**
Requested limits options may not be available in your state.

__ $1,000,000/$3,000,000 __ $1,000,000/$6,000,000 __ Other: _____

D. **Is this entity being added to a current MedPro RRG Insured's policy?** __ Yes __ No

If yes, please select one of the following:

____Add this entity on a "Shared Limit" basis. (Not available in some states.)

____Add this entity with an additional "Separate Limit" for an additional charge.

II. Optional Coverages

A. **Would you like to purchase General Liability coverage (Bodily Injury and Property Damage)?** __ Yes __ No

B. **Are you required by contract to name an Additional Insured on your Professional and/or General Liability policy?** __Yes __ No

Please note that coverage is limited to the Additional Insured's vicarious liability based solely on professional services rendered, or which should have been rendered, by the affiliated Named Insured.

If yes, please provide the information requested below. If you have more than one Additional Insured that is required by contract to be named on your policy, please provide their name, mailing address and nature of professional relationship to you on a separate sheet.

Additional Insured Name: _____

Mailing Address: _____
Street City State Zip Code

Nature of Professional Relationship to you: __ Landlord __ Employer __Contracting Agency __Other

III. Practice Information

A. Roster of Staffing

	W-2 Employees* Please indicate the number of W-2 Employees, including owners.	
	Full-Time Status (more than 24 hours a week)	**Part-Time Status** (less than 24 hours a week)
Aerobics Instructor		
Athletic Trainer		
Certified Personal Trainer		
Dance Therapist		
Dietician		
Exercise Physiologist		
Fitness Professional		
Group Fitness Instructor		
Health Educator		
Heller Worker		
Kinesiologist		
Massage Therapist		
Nutritionist/Certified Nutritional Consultant		
Pilates Instructor		
Reiki Practitioner		
Rolfer		
Sports Medicine Instructor		
Sports Medicine Therapist		
Structural Body Worker		
Student		
Wellness Counselor		
Yoga Instructor		
Yoga Therapist		
Other (please include a job description/credentials on separate sheet)		
Total:		

Note: Independent contractors are unable to be insured under this policy. The entity applying for coverage will have vicarious liability coverage for the independent contractor's acts, subject to the terms and conditions of the policy.

B. Are all employee professional designations/certifications or training currently valid? __ Yes __ No

If no, please explain: _____

C. Has the entity or any of the entity's employees ever been indicted for, charged with, or convicted of, any act committed in violation of any law or ordinance other than traffic offenses? __ Yes __ No

If yes, please indicate the entity's name(s) or entity's employees' name(s), the date(s) and explain.

Name: _____ Date: _____ / _____ Explain: _____
MM YYYY

D. Has any of the entity's employees ever been accused of sexual misconduct of any kind? __ Yes __ No

If yes, please indicate the entity's employees' name(s), the date(s) and explain.

Name: _____ Date: _____ / _____ Explain: _____
MM YYYY

E. Has the entity or any of the entity's employees ever had their designation/certification/professional license refused, denied, revoked, suspended, restricted, subject to a reprimand, placed on probation or voluntarily surrendered? __ Yes __ No

If yes, please indicate the entity's name(s) or entity's employees' name(s), the date(s) and explain.

Name: _____ Date: _____ / _____ Explain: _____
MM YYYY

F. Has any of the entity's employees ever incurred or become aware of having a condition that impairs their ability to practice their specialty? (i.e. convulsive disorders, mental illness, multiple sclerosis, addiction to alcohol, narcotics or other controlled substances, etc.) __ Yes __ No

If yes, please indicate the entity's employees' name(s), the date(s) and explain.

Name: _____ Date: _____ / _____ Explain: _____
MM YYYY

G. Has any professional liability insurance company, general liability insurance company or other insurance company for any coverage that is being requested by MedPro RRG ever declined, refused, canceled or non-renewed the entity or any of the entity's employees' coverage? __ Yes __ No
NOTE: MISSOURI RESIDENTS DO <u>NOT</u> RESPOND.

If yes, please indicate the entity's name(s) or entity's employees' name(s), the date(s) and explain.

Name: _____ Date: _____ / _____ Explain: _____
MM YYYY

IV. Loss Information

Please complete a Loss Information Supplement for each written request, incident, claim or suit involving professional liability, general liability or any coverage you are requesting from MedPro RRG.

A. Has the entity or any of the entity's employees currently or ever been, subject to a written request or demand, or involved in an incident, claim, or suit, arising out of the rendering or failure to render professional services or related to any other coverage you are requesting from MedPro RRG? __ Yes __ No

If yes, how many? _____

B. Has the entity or any of the entity employees become aware of any complication, incident or adverse outcome resulting in injury or death that might reasonably result in a claim or suit against the entity or any of the entity employees? This includes all matters that might reasonably lead to a claim or suit being brought against you even if you believe the claim or suit would be without merit. __ Yes __ No

If yes, how many? _____

V. Important Notice – Representations, Authorizations, Releases and Notices

MANDATORY: *ALL NEW YORK APPLICANTS must read the following statement carefully:*
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

VI. Subscriber Agreement

I understand that if my application for insurance is accepted by MedPro RRG Risk Retention Group ("MEDPRO RRG"), I will be a subscriber ("Subscriber") of MEDPRO RRG and, by my signature below, I hereby acknowledge and agree that the below provisions of this Section VIII, including the Power of Attorney, ("Subscriber Agreement") constitute the charter of MEDPRO RRG and that the subscribers to MEDPRO RRG from time to time shall together comprise the reciprocal insurer, which shall operate through its Attorney-in-Fact as provided in this Subscriber Agreement as a risk retention group in accordance with federal law and as a risk retention group in the form of a reciprocal captive insurer in accordance with District of Columbia law.

In consideration of similar agreements executed or to be executed by other subscribers and of the benefits of the exchange of such agreements and of the terms of this Subscriber Agreement, I agree to the following terms and conditions.

1. **<u>Appointment and Powers and Duties of Attorney-In-Fact</u>.** Subscriber agrees to the appointment of MedPro Risk Retention Services, Inc., an Indiana corporation ("Attorney-in-Fact"), as the Attorney-in-Fact for MEDPRO RRG to carry out the purposes and objectives set forth in this Subscriber Agreement and to carry out all business on behalf of MEDPRO RRG and the subscribers thereto. Attorney-in-Fact is vested with all necessary power and authority to act on behalf of MEDPRO RRG and the subscribers thereto, including conducting the affairs of MEDPRO RRG, managing and operating (directly or through contract with third parties (including affiliates of Attorney-in-Fact)) MEDPRO RRG for the benefit of the subscribers, and causing the issuance and exchange of indemnity, insurance or reinsurance contracts with other subscribers.
2. **<u>Limitations of Liability</u>**.
   a. The financial liability of Subscriber shall be limited to the amount of annual premiums on any contracts of indemnity, insurance or reinsurance due from Subscriber, provided, however, that all contracts of indemnity, insurance or reinsurance shall contain a "limit of liability" and in the event it is determined that Subscriber's liability on a claim under said contract of indemnity, insurance or reinsurance exceeds the limit of liability, such excess amount shall be the sole and complete responsibility of Subscriber.
   b. Should any suit, legal proceeding or other action be brought against Attorney-in-Fact resulting from or arising out of Subscriber's obligation on any contract of indemnity, insurance or reinsurance that Subscriber may enter into, then and in that event, any and all judgments entered against Attorney-in-Fact in that capacity shall be deemed a legal judgment against Subscriber.
3. **<u>Maintenance and Distribution of Surplus</u>**. Attorney-in Fact shall cause MEDPRO RRG to maintain surplus in an amount sufficient to provide for the financial integrity of MEDPRO RRG and in an amount satisfactory to the District of Columbia

Department of Insurance, Securities and Banking. In no event, however, shall Attorney-in-Fact be required to contribute its own assets or the assets of any affiliate to MEDPRO RRG.

a. Subscriber authorizes Attorney-in-Fact to accrue for the benefit of MEDPRO RRG and the subscribers net income and savings realized from the exchange of contracts of indemnity, insurance or reinsurance hereunder and the management of MEDPRO RRG and its assets.
b. Subject to the laws of the District of Columbia, if MEDPRO RRG is dissolved by Attorney-in-Fact, Attorney-in-Fact shall, after the full satisfaction of all liabilities and surplus notes of MEDPRO RRG from MEDPRO RRG's assets, pay each subscriber then insured an equitable share of all remaining assets, which payment shall be in full satisfaction of all rights and interests of such subscribers. Amounts to be paid to subscribers shall be distributed on an equitable basis as determined by Attorney-in-Fact.

4. **Term of Subscriber Agreement**.
   a. This Subscriber Agreement shall have no fixed term and begins with the commencement of the policy period of any contract of indemnity, insurance or reinsurance issued hereunder to Subscriber and ends upon cancellation or other termination of such contract of indemnity, insurance or reinsurance or upon replacement of this Subscriber Agreement by a modified subscriber agreement provided by Attorney-in-Fact. The period of subscription shall not include any period of coverage under extended reporting policies or extended reporting or tail coverage endorsements.
   b. Subscriber agrees that this Subscriber Agreement is expressly limited to the uses and purposes herein expressed and to no other. This Subscriber Agreement may be terminated by Subscriber or by Attorney-in-Fact upon 30 days written notice. The Subscriber's appointment of Attorney-in-Fact and Subscriber's obligations and authorizations under this Subscriber Agreement shall survive the termination of this Subscriber Agreement until any and all claims involving the indemnity, insurance or reinsurance contracts of the Subscriber and any and all other matters existing between the Subscriber and MEDPRO RRG, the Attorney-in-Fact or with third parties have been settled or satisfied. Subscriber agrees that the Attorney-in-Fact shall have the authority and ability to perform all duties and carry out all obligations during any extended reporting or tail coverage endorsements during the term of this Subscriber Agreement or after termination.
   c. After termination of this Subscriber Agreement, Subscriber shall have no rights to participate in any distribution of assets upon dissolution of MEDPRO RRG.
5. **Replacement of Attorney-in-Fact**. Attorney-in-Fact may resign as Attorney-in-Fact upon designation by Attorney-in-Fact of a successor attorney-in-fact and 60 days written notice to existing subscribers. Any such successor attorney-in-fact shall have all the powers, rights and duties provided for in this Subscriber Agreement, and this Subscriber Agreement shall remain in full force and effect with such successor attorney-in-fact.
6. **Principal Office**. The principal office of MEDPRO RRG shall be maintained in the District of Columbia or at such other place as designated by Attorney-in-Fact.
7. **Limitation of Liability of Attorney-in-Fact**. Subscriber agrees that no officer, director, or employee of Attorney-in-Fact shall be personally liable to MEDPRO RRG or its subscribers for any breach of duty owed to MEDPRO RRG or its subscribers, provided however that this provision shall not relieve an officer, director or employee from liability for any breach of duty based on an act or omission (a) in breach of such person's duty of loyalty to MEDPRO RRG and its subscribers; (b) not done in good faith or involving a knowing violation of law; or (c) resulting in receipt by such person of an improper personal benefit. Such officers, directors and employees of Attorney-in-Fact shall be entitled to indemnification and advancement of expenses subject to the same exceptions recited above.
8. **Nature of MEDPRO RRG**. Subscriber acknowledges that MEDPRO RRG is a risk retention group organized in the District of Columbia as a reciprocal captive insurer and as such its contracts of indemnity, insurance or reinsurance are not subject to all state insurance laws and regulations. Further, state insolvency or guarantee funds are not available to risk retention groups, like MEDPRO RRG. Subscriber also acknowledges that MEDPRO RRG is a reciprocal organization under which each subscriber exchanges insurance obligations with the other subscribers through an attorney-in-fact.
9. **Governing Law**. This Subscriber Agreement shall be governed by and interpreted according to the laws of the District of Columbia without giving effect to the conflict or choice of law provisions of that or any other jurisdiction.

VII. Notices and Agreements

By my signature, I hereby represent that all applicants have granted me full authority to execute this application on his, her or the entity's behalf and I am authorized to represent and sign on behalf of anyone from my practice. I also represent that I have reviewed the responses contained in this application with the applicants, and we are in agreement they are full and complete to the best of our combined knowledge and belief. In addition, I represent that I have discussed the representations provided throughout this application with the applicants and that they understand and agree that such representations are binding upon him, her or the entity, even though I am executing this application on the applicants' behalf.

I further acknowledge that the above statements and particulars, or any statements and particulars made in any and all documents, applications, supplemental pages or other attachments (hereinafter "**Attachments")** for the purposes of my, or any applicants' initial or renewal application, are true and that I, nor any applicant, have not knowingly suppressed or misstated any material facts and I, and any applicant, agree that this application, and any **Attachments,** shall be the basis of the contract with the Company. I agree to notify the Company if there are any future material changes in any answer to this application, or its **Attachments,** including without limitation, any change in professional specialty, affiliation or working arrangement with any other healthcare professional, facility, firm or professional association.

I understand that any material misrepresentation or omission made by me or any other applicant on this application may act to render any contract of insurance null and void and without effect or provide the Company the right to rescind it. By making this application, I am not, nor is any other applicant relying upon any oral or written representation that coverage has or will be extended or that a policy of insurance will be issued.

I further understand and agree that I, or any applicant, have no right to demand or expect coverage until the Company has: (1) received the completed application(s); (2) offered a premium quote; and (3) received, as a precondition to coverage, the total premium due or, if the Company has agreed to finance the premium, the first installment due. In addition, I or any applicant understands that if payment of premium or first installment is by check, electronic transfer or money order, it shall not be considered "received" by the Company until it has been honored by the bank.

I AGREE THAT IF I, OR ANY APPLICANT, FAIL TO COMPLY WITH THESE TERMS WE **WILL HAVE NO COVERAGE FOR ANY CLAIM** UNDER ANY POLICY OF INSURANCE FOR WHICH WE ARE APPLYING.

I, or any other applicant, understand that the Company may wish to contact persons, hospitals, schools, employers, insurance agents, professional liability insurers or other entities to verify and/or ascertain information regarding credentials and background both prior to and if issued, after the issuance of a contract of insurance. Therefore, I hereby instruct any such person, hospital, school, employer, insurance agent, professional liability insurer or other entity to release to the Company any information regarding me or any applicant, which the Company, in good faith, believes to be applicable and pertinent to this application and if issued, the contract of insurance issued hereunder.

By signing this application on behalf of a group, or an entity (which may include a professional corporation, a professional association, a limited liability company, a general business corporation, a partnership, a joint venture, or a governmental entity), I represent that I am an Officer, Shareholder, Partner, or other Authorized Representative of the group or entity applying for coverage.

I represent that I am authorized to disclose all information that I may submit or which I may authorize others to submit in connection with this application, including authority to disclose such information under federal and state privacy protection statutes and regulations.

Application must be signed by the Individual Applicant, a President, Chief Executive Officer, or other Officer, Shareholder, or Partner of a PC or PA, or the equivalent Authorized Representative.

Authorized Representative/Subscriber's Signature/Title

Date Signed (MM/DD/YYYY)

Print Name